



EXHIBIT B

PRO-FORMA MANUFACTURING AND COMMISSION AGREEMENT

1. Entered into between Stone Gate Foods ("SGF") (food processor), and Super Chefs, Inc. ("SCI") (food formulator and marketer), collectively "PARTIES".
2. Orders for "PRODUCTS", which will be produced by SGF, for "CUSTOMERS" secured by SCI, will be received, produced, invoiced and shipped by SGF.
3. Upon receipt of an order, SGF will immediately forward a copy of such order to SCI via email and facsimile.
4. SCI will be responsible for performing PRODUCT research and development.
5. SGF will purchase all ingredients and packaging materials, as mutually agreed upon by PARTIES, with respect to specifications and suppliers.
6. SGF and SCI shall mutually agree upon the selling price(s) for all PRODUCTS, sold to all CUSTOMERS, at all times, during the term of this Agreement.
7. **COMMISSIONS.** Super Chefs' COMMISSIONS will be mutually agreed upon, prior to establishing selling prices for all PRODUCTS, sold to all CUSTOMERS, at all times, during the term of this Agreement. COMMISSION checks will be issued by SGF, and made payable to Super Chefs, Inc., and until further notice by SCI, will be mailed to: 11734 Wilshire Blvd., Suite C513, Los Angeles, CA 90025. COMMISSION checks will be mailed to SCI within seven business days, after SGF has received full payment for any and all invoice(s). SCI, and/or its authorized representative, shall, from time-to-time, and at all reasonable times and hours be permitted to inspect and photocopy SGF's books of accounts and records, in SGF's offices, only as such books apply to COMMISSIONS owed to SCI, in an attempt to ascertain COMMISSIONS owed to SCI.
 - 7.1 COMMISSIONS owed to SCI, shall be paid to SCI, only for those orders which have been fully paid to SGF
 - 7.2 SCI acknowledges that it will be obligated to pay marketing fees to third parties in its attempt to secure CUSTOMERS for PRODUCTS. Any and all such fees shall be paid solely and fully by SCI (not SGF), directly to such third parties.

8. SGF will solely determine credit for all CUSTOMERS of SCI.
9. BAD debts incurred by SGF shall not be charged to SCI.
10. Neither PARTY may circumvent the other PARTY, nor interfere in the business of the other PARTY, in any manner whatsoever, whereby the financial well-being of the other PARTY is lessened or diminished.
11. The term of this Agreement is seven (7) years.


Robert Everman
VP Sales & Mkt


JERRY BAKER
PRESIDENT